

**Contract for use of the marks owned by
Strojírenský zkušební ústav s.p.
concluded pursuant to Section 1746 (2) of the Civil Code
Contract number:**

**Strojírenský zkušební ústav s.p.
(Engineering Test Institute, Public Enterprise)**

Registered office: Brno, Hudcova 424/56b, PSČ 621 00, Czech Republic
Company registration number: 00001490
Registered in the Commercial Register at Regional Court in Brno, Section A XXIV, Entry 645
Represented by: Ing. Tomáš Hruška, Director
(Hereinafter referred to as the "SZU")

and

.....
Registered office:
Company registration number:
Represented by:
(Hereinafter referred to as the "User")

hereby enter into the following Contract:

Preamble

SZU grants its customers the right to place on their products and to use in their documents the marks which attest that a successful process of certification / evaluation of a whole product or of its selected parameters took place at SZU. The objective is to gain confidence of the market in the products to which the marks relate. The marks may not be used to attest any other properties than those specified in the relevant report. These marks are not the third-party marks of conformity within the meaning of ČSN ISO/IEC 17030, nor do they meet the requirements of ČSN EN ISO/IEC 17065.

**Article I
Subject of the Contract**

1. The subject matter of this Contract is the undertaking by SZU to grant the User the right to use the mark, and the corresponding obligation of the User to use the mark in the agreed manner and to comply with the conditions based on which the User has been granted the right to use the mark, all this under the terms of this Contract.
2. SZU hereby grants the User the right to use the mark for the products or a group of products of the **product type** on the basis of **Certificate No.** (Report No.) The User's rights and duties associated with the use of the mark arise from

this Contract. The specimen and the meaning of the issued mark are contained in Annex 1.

3. The mark is provided in electronic form (eps, .jpg).

The User hereby accepts the granted right for use of the mark and undertakes to comply with the terms of this Contract.

Article II Rights and obligations

Rights and obligations of the User:

1. The User shall use the mark solely in accordance with the terms of this Contract.
2. The mark shall be affixed only to the products referred to in Article I (2) hereof.
3. The period of duration of the right to use the mark shall be the same as the period of validity of the certificate and/or report, i.e. till, unless the validity of the certificate/report has been suspended, withdrawn or cancelled, on reasonable grounds.
4. On termination of the duration of the right for use of the mark, the User shall ensure removal of the mark from all documents and that placing the mark on the products shall cease.
5. The User agrees to be subjected to random check-ups by SZU as the owner of the mark.
6. The User shall place the mark on the products in such a way as to avoid any confusion with other marks (designations), which are mandatorily placed on the products.
7. In the case of using the mark in other media, there shall be reference made to the product for which the mark has been issued (under Art. I (2) hereof).
8. Graphical execution of the mark shall be identical to the specimen provided and it shall not be modified in any way.
9. The User undertakes not to misuse in any way the name of SZU during the entire period of using the mark.

Rights and obligations of SZU:

1. SZU shall give the inquirers information only on the duration of the right to use a mark and on the scope of verifications.
2. SZU shall be entitled to conduct random check-ups of the observance by the User of the obligations associated with the use of the mark, to document the conclusions from the check-ups and to take action when necessary.

Article III Payments (money considerations)

SZU grants the right for use and handling of the mark under the agreed conditions. The costs associated with the registration of application shall be borne by the User. The User undertakes to pay these costs to SZU either in cash on taking delivery of the mark (electronic form eps, .jpg) or based on an invoice sent to the User by SZU and payable within 15 days following the date of the invoice issue.

The price amounts to:

Registration fee

21 % VAT

Price including VAT:

Say:

.

**Article IV
Contractual penalty**

1. In the event of an unauthorized use of the mark by the User and, in particular, if the User continues to use the mark after termination of this Contract or after the expiry of the period of use specified in the certificate or if the mark is used for other products than those for which its use has been granted or if the User modifies the mark in any way or if the User no longer meets the certification criteria, the User shall pay to SZU a contractual penalty of 50 000 CZK for each such breach of its contractual obligations, without prejudice to the right of SZU to withdraw from the Contract.
2. SZU shall be entitled to withdraw from the User the right to affix the mark on a product if the User breaks any of its contractual or legal obligations. SZU shall notify the User of the withdrawal of the right by serving a written notice. The User undertakes to cease affixing the mark to the products concerned after the elapse of 1 month after service of the written notice.
3. By payment of the contractual penalty, the obligation to remedy the breach of the contract (if it is possible) or the right for compensation of the injured Party shall not be prejudiced.

**Article V
Termination of contractual relations**

1. The contractual relations established by this Contract shall be terminated by: a) an expiry of the period, b) a notice on part of SZU, c) a notice on part of the User, d) a withdrawal from the contract, e) a written agreement between the Parties, f) a withdrawal of certificate/s.
2. SZU and the User may terminate this Contract unilaterally at their discretion, by a three-month notice, which shall start on the day following the day of delivery of a written notice to the counterparty.
3. SZU shall be entitled to withdraw from this Contract in the event of any breach of contractual obligations by the User.
4. The contractual relations established by this Contract shall end on the day on which a written notice of the certificate withdrawal by SZU is delivered to the User.

**Article VI
Final provisions**

1. This Contract shall come into effect on the day of signing by both Parties.
2. Annex 1 forms an integral part of this Contract.
3. SZU shall be bound by the draft of this Contract for 30 days following its mailing.
4. The provisions of this Contract may be changed and added to only on the basis of a written appendix signed by both Parties.
5. The Parties hereby declare their agreement with all the provisions hereof and that this Contract is a free act and deed, in witness whereof the authorized representatives of the Parties attach their hand-written signatures.

Annex 1 – The specimen mark and its meaning
Brno, date

.....

(SZU)

.....

(User)

Annex 1

Definition of the meaning of the marks issued by Engineering Test Institute, Public Enterprise (SZU)

CERTIFIED

- SZU has carried out the product type examination
- the manufacturer is responsible for conformity with the certified type of the products to which it affixes the mark
- certification focused on product safety
- the basis for granting the right to use the mark is a certificate issued by SZU
- the mark may be placed on the product only in the period of the certificate validity
- the validity of certificate and the scope of certification can be verified by inquiring with SZU



CONFORMITY TO A STANDARD

- SZU has carried out the product type examination
- all relevant requirements of the standard/technical regulation have been verified
- the manufacturer is responsible for conformity with the assessed type of the products to which it affixes the mark
- the basis for the issued mark is a report on evaluation of the standard requirements or a certificate issued by SZU
- the mark may be placed on the product only in the period of the background document validity
- the validity and the scope can be verified by inquiring with SZU



VERIFIED

- SZU has carried out the product type examination
- selected performances of the product have been verified and evaluated
- the manufacturer is responsible for conformity with the assessed type of the products to which it affixes the mark
- the basis for granting the right to use the mark is a report issued by SZU
- the mark may be placed on the product only in the period of the background document validity
- the document validity and the scope can be verified by inquiring with SZU
- the mark can be complemented with additional information.

